

## **EXHIBIT "A"**

### **Legal Description of Redevelopment Site**

Lots 1 through 4 inclusive, and Lots 9 through 16 inclusive, Block 41 Original Plat, Lincoln, Lancaster County, Nebraska; and

Lots A through F inclusive County Clerk's Subdivision of Lots 5 and 6, Block 41 Original Plat, Lincoln, Lancaster County, Nebraska; and

A portion of the East-West Alley located within Block 41 Original Plat, Lincoln, Lancaster County, Nebraska

# PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into this 30<sup>th</sup> day of January 2003 by and between Wells Fargo Bank Nebraska, N.A., (Seller), and Center Associates, LLC, a Nebraska limited liability company (Buyer).

## RECITALS

- Seller is the owner of certain real property legally described as Lots 3 and 4, Block 41 Original Plat and Lots A through F inclusive County Clerks Subdivision of Lots 5 and 6, Block 41 Original Plat, all in Lincoln, Lancaster County, Nebraska, Lincoln Lancaster County Nebraska (Property); and
- Seller desires to sell and Buyer desires to acquire the Property, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of, and based on, the foregoing Recitals and the mutual promises and agreements set forth below, the parties agree as follows:

### 1. Transfer of Property.

1.1 Sale and Purchase. At Closing (as hereinafter defined), Seller shall sell to Buyer, and Buyer shall purchase from Seller the Property.

1.2 Purchase Price and Payment. Buyer shall pay to Seller \$1,010,000 (Purchase Price), of which ten thousand dollars (\$10,000.00) (Earnest Money Deposit) has been received by Seller on the date hereof with a balance payable at Closing, subject to the conditions, adjustments and prorations as herein provided. The Earnest Money Deposit shall be deposited in a separate interest bearing account, insured by the FDIC with Nebraska Title Company whose address is Suite 100, 633 South 9<sup>th</sup> Street, Lincoln, Nebraska, as escrow agent and be paid to the Seller upon closing and sale of the Property, or alternatively be returned to the Buyer as provided in this Agreement. All interest earned on said Earnest Money Deposit shall accrue for the benefit of Buyer unless Buyer defaults on this Agreement, in which case all accrued interest on said Earnest Money Deposit shall be forfeited to Seller pursuant to Section 4.3 below. The cost of said escrow shall be paid by the Buyer.

1.3 Closing. The closing of the purchase and sale of the Property shall take place within 15 days following the satisfaction of the Buyer's and Seller's Conditions of Closing, as stated herein, or at such other time, date and place as the parties may mutually agree (Closing).

1.4 Title and Possession. Seller agrees to deliver at Closing a general warranty deed to the Property conveying to Buyer marketable title to the Property, free and clear of all mortgages, deeds of trusts, leases, encumbrances, liens, statutory rights, assessments,

**EXHIBIT "B"**

covenants, charges or adverse claims of any kind or character whatsoever, except for easements and restrictions of record that are acceptable to Buyer and its counsel. Seller shall deliver possession to the Property to Buyer at the time of Closing.

1.5 Title Insurance. Within 30 days following the execution of this Agreement by both parties Seller shall cause Nebraska Title Company to furnish Buyer and its counsel a commitment for an owner's ALTA policy of title insurance (the "Commitment") in the amount of the Purchase Price, which insures marketable title to the Property, subject only to the easements, restrictions and other matters of record that are acceptable to the Buyer and its counsel. Written notice of any easement, restriction or other matter affecting title to the Property that is unacceptable to Buyer or its counsel shall be delivered to Seller within two (2) weeks from receipt of the Commitment. Written notice of any easement, restriction or other matter affecting title to the Property contained in any updated Commitment that is unacceptable to Buyer or its counsel shall be delivered to Seller within two (2) weeks from receipt of such updated Commitment. Seller shall have a reasonable period, not exceeding thirty (30) days, to cure any unacceptable easement, restriction or other matter affecting title to the Property. The premium for the title insurance policy shall be paid by the Seller.

1.6 Seller represents that Seller has no knowledge of any adverse environmental conditions which affect the Property, the value thereof, or liability in connection therewith, except such environmental conditions as have been fully disclosed to the Buyer in writing. Seller shall provide an affidavit at closing, affirming the statement made in the prior sentence valid as of the date of closing, directed to Buyer. If Seller is unable to provide such an affidavit at closing because of facts discovered or made known to Seller after the date of this Agreement, Buyer may elect, in Buyer's sole discretion, to either (i) accept the Property based upon such affidavit as Seller can provide based upon the facts then known; or (ii) terminate this Agreement, in which event all sums paid to Seller pursuant to this Agreement shall be returned to Buyer within five business days and neither party shall have any further obligation or liability to the other.

1.7 Taxes, Assessments and Other Costs. All taxes related to the Property for 2002 and all prior years shall be paid by Seller at or prior to closing. Any tax related to the Property for 2003 shall be prorated to the date of Closing based on the most recent property valuation and the most recent mill levy. Any special assessment arising out any improvement completed or under construction prior to Closing, whether then levied or unlevied, assessed or unassessed, which would be delinquent as of the Closing, shall be paid by Seller at or prior to the time of Closing. Buyer shall assume, and hold Seller harmless from and against, the payment of any such special assessment which would become delinquent after the Closing. Seller shall pay any and all transfer taxes or similar fees which are payable upon the recording of the warranty deed from Seller to Buyer.

1.8 The costs of the preparation of all documents which are required from Seller and other related expenses in connection with the sale of the Property by Seller shall be paid by the Seller. The costs of the preparation of all documents which are required from

Buyer and other related expenses in connection with the purchase of the Property by Buyer shall be paid by the Buyer.

## **2. Representations and Warranties.**

**2.1 Representations and Warranties of Seller.** Seller represents and warrants to Buyer as follows:

**2.1.1 Organization: Power: Good Standing.** Seller is a national association duly organized and validly existing in good standing and has all requisite power and authority to own and operate its property and carry on its business as now being conducted and to enter into this Agreement and perform the obligations hereunder. Wells Fargo Properties, Inc., is: (i) a Minnesota corporation duly organized and validly existing in good standing; (ii) the duly appointed agent of Seller; and (iii) has all requisite power and authority to enter into this Agreement on behalf of Seller and to bind Seller to the terms and provisions of this Agreement.

**2.1.2 Authority Relative to Agreement.** This Agreement has been duly executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies. Seller is the owner of the Property and no other persons have any interest in such real estate, except as set forth in this Agreement.

**2.1.3 Effect of Agreement.** The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action by Seller and will not require the consent, waiver, approval, license or authorization of any person or public authority on the part of Seller to be obtained; and will not violate, with or without the giving of notice and/or the passage of time, any provision of law applicable to Seller, and will not conflict with or result in a breach or termination of any provision of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon the Property pursuant to any mortgage, deed of trust, indenture or other agreement or instrument or any order, judgment, decree, statute, regulation or any other restriction of any kind or character whatsoever, to which Seller is a party or by which the Property may be bound.

**2.1.4 Brokers.** Seller has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Buyer to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby, and Seller is not aware of

any claim or basis for any claim for payment of any finder's fee, brokerage or agents commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby.

2.1.5 The Property is not located in a designated flood plain.

2.1.6 Hazardous Material. No hazardous or toxic material, substance, pollutant, contaminant, waste, asbestos, or petroleum product has been released into the environment, discharged, placed or disposed of at, near, or on the Property by Seller. The Property has not been used by Seller at any time as a landfill or waste disposal site. No claims, litigation, administrative proceedings, are pending or threatened against Seller, and no judgments or orders have been entered against Seller relating to any hazardous substance, hazardous waste, discharge, emission or other form of pollution relating in any way to the Property. No hazardous substance or hazardous waste, as defined by the Resource Conservation Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq., or the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq., has been generated, manufactured, refined, transported, treated, stored, handled or disposed of on, at or near the Property by Seller.

2.1.7 Business Improvement Districts. Buyer acknowledges that the property is located within the jurisdiction of the applicable Business Improvement Districts and Buyer will pay the remaining balance due on the Special Improvement District obligations. All Business Improvement Districts assessments related to the Property for 2002 and all prior years shall be paid by Seller at or prior to closing. Any Business Improvement Districts assessments related to the Property for 2003 shall be prorated to the date of Closing based on the most recent property valuation and the most recent mill levy or the most recent front footage as applicable.

2.1.8 "As Is". Seller has sold the Property as is, making no representations or warranties concerning it of any kind or nature, except as is expressly set forth in this paragraph 2.1.

2.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

2.2.1 Organization: Power: Good Standing. Buyer is a limited liability company duly organized and validly existing in good standing under the laws of the State of Nebraska and has all requisite power and authority to own and operate its properties and carry on its business as now being conducted and to enter into this Agreement and perform the obligations hereunder.

2.2.2 Authority Relative to Agreement. This Agreement has been duly executed and delivered by Buyer and constitutes a legal, valid and binding obligation of

Buyer, enforceable against Buyer in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies.

2.2.3 Effect of Agreement. The execution, delivery, and performance of this Agreement by Buyer and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action by Buyer and, except as contemplated hereby, will not require the consent, waiver, approval, license, or authorization of any person or public authority on the part of Buyer to be obtained; and will not violate, with or without the giving of notice and/or the passage of time, any provision of law applicable to Buyer, and will not conflict with or violate any instrument, agreement, order, judgment, decree, statute, regulation, or any other restriction of any kind or character to which Buyer is a party.

2.2.4 Brokers. Buyer has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Seller to pay any finder's fee, brokerage or agent's commission, or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby, and Buyer is not aware of any claim or basis for any claim for payment of any finder's fee, brokerage or agent's commission, or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby.

### 3. Other Agreements.

#### 3.1 Indemnification.

3.1.1 Indemnification by Seller. Upon the terms and subject to the conditions set forth in Section 3.1.3 hereof and this Section 3.1.1, Seller agrees to indemnify and hold Buyer harmless against, and will reimburse Buyer upon demand for, any payment, loss, cost or expense (including reasonable professional fees and reasonable costs of investigation incurred in defending against such payment, loss, cost or expense or claim therefore) made or incurred by or asserted against Buyer in respect of any and all damages or deficiencies resulting from:

- (a) any omission, misrepresentation, breach of warranty, or non-fulfillment of any term, provision, covenant, or agreement on the part of Seller contained in this Agreement;
- (b) any environmental matter which is related to the Property and involves an event occurring during Seller's ownership of the Property; and
- (c) any deed, exhibit, certificate, instrument or other agreement furnished or to be furnished by Buyer pursuant to this Agreement or any other agreement involving the parties hereto and contemplated hereby.

3.1.2 Indemnification by Buyer. Upon the terms and subject to the conditions set forth in Section 3.1.3 hereof and this Section 3.1.2, Buyer agrees to indemnify and hold Seller harmless against, and will reimburse Seller upon demand for, any payment, loss, cost or expense (including reasonable professional fees and reasonable costs of investigation incurred in defending against such payment, loss, cost or expense or claim therefore) made or incurred by or asserted against Seller in respect of any and all damages or deficiencies resulting from any omission, misrepresentation, breach of warranty, or non-fulfillment of any term, provision, covenant, or agreement on the part of Buyer contained in this Agreement or any exhibit, certificate, instrument, or other agreement furnished or to be furnished to Seller pursuant to this Agreement or any other agreement involving the parties hereto and contemplated hereby.

3.1.3 Conditions of Indemnification. With respect to any actual or potential claim, any written demand, commencement of any action, or the occurrence of any other event which involves any matter or related series of matters (Claim) against which a party hereto is indemnified (the "Indemnified Party") by another party (Indemnifying Party) under Sections 3.1.1 or 3.1.2 hereof:

(a) Promptly after the Indemnified Party first receives written documents pertaining to the Claim, or if such Claim does not involve a third party Claim, promptly after the Indemnified Party first has actual knowledge of such Claim, the Indemnified Party shall give notice to the Indemnifying Party of such Claim in reasonable detail and stating the amount involved, if known, together with copies of any such written documents; and

(b) If the Claim involves a third party Claim, then the Indemnifying Party shall have the right, at its sole cost, expense and ultimate liability regardless of outcome, through counsel of its choice, to litigate, defend, settle, or otherwise attempt to resolve such Claim, except that the Indemnified Party may elect, at any time and at the Indemnified Party's sole cost, expense and ultimate liability, regardless of outcome, and through counsel of its choice, to litigate, defend, settle, or otherwise attempt to resolve such Claim. If the Indemnified Party so elects (for reasons other than the Indemnifying Party's inability, failure, or refusal to provide a defense to such Claim), then the Indemnifying Party shall have no obligation to indemnify the Indemnified Party with respect to such Claim. In any event, all parties hereto shall fully cooperate with any other party and their respective counsel in connection with any such litigation, defense, settlement, or other attempt at resolution.

3.2 Inspection and Testing. At any time after the date of this Agreement, but prior to Closing, Buyer and its employees and agents shall have the right to enter upon the Property and perform such tests and inspections as Buyer deems necessary, in Buyer's

sole discretion, to determine the suitability of the Property for Buyer's intended use including, but not limited to: (i) environmental testing for the presence of hazardous materials and/or hazardous substances; (ii) the presence of any endangered species; and (iii) core samples of the soil (collectively the "Tests"). Buyer shall pay for the costs of any and all Tests conducted by Buyer on the Property, and shall indemnify and hold Seller and the Property harmless from and against the costs of any such Tests conducted by Buyer. If the results of any such Tests are unacceptable to Buyer, in Buyer's sole discretion, Buyer may terminate this Agreement by written notice to Seller setting forth the unacceptable results of such Tests and enclosing a copy of such Tests, and upon such termination the Earnest Money Deposit together with accrued interest thereon shall be refunded to Buyer; unless Buyer and Seller, within twenty (20) days following Seller's receipt of such termination notice, enter into an amendment to this Agreement acceptable to both Seller and Buyer in their respective sole discretion. Buyer shall restore the Property to original condition if any such Tests alter the grade, compaction, vegetation or structures located on the Property.

#### **4. Conditions of Closing.**

4.1 Buyer's Conditions of Closing. Unless waived by Buyer in writing, the obligations of Buyer under this Agreement are subject to fulfillment of the following conditions:

4.1.1 Warranty Deed and Title Insurance Commitment. Buyer shall receive from Seller at Closing a warranty deed for the Property and a commitment for title insurance in accordance with this Agreement.

4.1.2 Financing. Buyer shall have received within sixty (60) days from the date of this Agreement a firm commitment for a commercial loan in the amount and upon such terms and conditions as are satisfactory to Buyer in its sole discretion.

4.1.3 Redevelopment Agreement. Prior to Closing, Buyer and the City of Lincoln, Nebraska (the "City") shall have entered into a redevelopment agreement under the Nebraska Community Development Law (Neb. Rev. Stat. 18-2101 et. seq.) that has been approved by the City Council and signed by the Mayor for an approved redevelopment project involving the Property and certain other property located within Block 41 Original Plat, Lincoln, Lancaster County, Nebraska, naming the Buyer as redeveloper of record (the "Redevelopment Agreement"), said Redevelopment Agreement to contain terms and provisions that are satisfactory to Buyer, in Buyer's sole discretion.

4.1.4 Condition of Property. Within sixty (60) days from the date of this Agreement, Buyer has approved the soil condition of the Property and all conditions, limitations, requirements, rules, and regulations of any governmental agency having jurisdiction over the Property or its intended use.



4.1.5 Representations and Warranties. There have been no material inaccuracies in the representations and warranties of Seller and such representations and warranties shall be true as of Closing as though made on and as of such date and Buyer shall have received a certificate dated as of Closing to that effect.

4.1.6 Waiver of Impact Fees. Receipt by Buyer from the City of written assurances from the City, acceptable to Buyer, that Buyer will not be required to pay any impact fees in connection with the redevelopment of any portion of Block 41 Original Plat, Lincoln, Lancaster County, Nebraska pursuant to the Redevelopment Agreement, nor any impact fees in connection with the construction of any improvements on Block 41 Original Plat, Lincoln, Lancaster County, Nebraska pursuant to the Redevelopment Agreement.

4.2 Seller's Conditions of Closing. Unless waived by Seller in writing, the obligations of Seller under this Agreement are subject to fulfillment of the following conditions:

4.2.1 Payment. At Closing, Seller shall receive from Buyer a certified or cashier's check in the amount of Purchase Price less Earnest Money Deposit and other adjustments and prorations as provided in this agreement and itemized in the closing statement.

4.2.2 Representations and Warranties. There have been no material inaccuracies in the representations and warranties of Buyer and such representations and warranties shall be true as of Closing as though made on and as of such date and Seller shall have received a certificate dated as of Closing to that effect.

4.3 Termination. If the Conditions of Closing for a party have not been materially complied with or performed by August 1, 2003, and such noncompliance or nonperformance shall not have been waived by the other, such other party may terminate this Agreement and upon such termination neither Buyer nor Seller shall have any liability one to the other, except that Seller shall return the Earnest Money Deposit to Buyer. If all Conditions of Closing have been materially complied with and performed by August 1, 2003, and the results of all Tests conducted by Buyer on the Property are acceptable to Buyer, and Buyer refuses to close, all Earnest Money, together with accrued interest thereon shall be forfeited by Buyer to Seller.

4.4 Risk of Loss. All risk of loss or damage to the property by fire or other casualty until the delivery of the deed is assumed by the Seller, and in such event, the Buyer shall have the right and option to cancel this Agreement and receive all monies paid under the Agreement.

## 5. Miscellaneous.

5.1 Binding Effects Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this

Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any right, remedy, obligation, or liability under or by reason of this Agreement.

5.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

5.3 Further Assurances. Each of the parties hereto, without further consideration, agrees to execute and deliver such other documents and take such other action, whether prior to or subsequent to Closing, as may be necessary to more effectively consummate the intent and purpose of this Agreement.

5.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

5.5 Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or 48 hours after being mailed via U.S. first class mail, sufficient postage prepaid, to the party at the following address

If to Buyer: Center Associates, LLC  
Attn: David Livingston  
1300 "P" Street  
Lincoln, NE 68508

with a copy to: (Buyer's Attorneys)  
W. Michael Morrow  
Morrow, Poppe, Otte, Watermeier & Phillips, P.C.  
201 N. 8<sup>th</sup> Street, Suite 300  
P.O. Box 83439  
Lincoln, NE 68501-3439

If to Seller: Wells Fargo Bank Nebraska, N.A.  
Attn: Brad Korell, President  
1248 O Street  
Lincoln, NE 68508

with a copy to: (Seller's Representative)

Harold P. Richey, Sr. Vice President  
Wells Fargo Properties, Inc.  
MAC N9305-19B  
Wells Fargo Center  
6<sup>th</sup> & Marquette  
Minneapolis, MN 55479

or to such other address as any party hereto may from time to time in writing designate to the other parties.

5.6 Severability. If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this Agreement inoperative, unenforceable, or invalid.

5.7 Survival and Non-merger. All terms, conditions, representations, and warranties contained in this Agreement shall survive the execution hereof and the Closing hereunder, including, but not limited to, the execution and delivery of any deed related to the Property to be conveyed hereunder, and shall not merge into any deed.

5.8 Time of Essence. The parties agree that time is of the essence in the performance of their respective obligations hereunder.

5.9 Waiver. Either Buyer or Seller may, by written notice to the other, (a) extend the time for the performance of any of the obligations or other actions of the other under this Agreement; (b) waive any inaccuracies in the representations or warranties of the other contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance with any of the conditions or covenants of the other contained in this Agreement; or (d) waive performance of any of the obligations of the other under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants, or agreements contained in this Agreement. The waiver by any party hereto of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

5.10 Like Kind Exchange. Seller, at Buyer's request, shall reasonably cooperate with Buyer in order to facilitate the Buyer's acquisition of the Property as a like kind exchange in accordance with the provisions of Section 1031 of the Internal Revenue Code (the "Buyer's Exchange"); provided, however, that any additional expenses incurred by either party in connection with a Buyer's Exchange shall be the sole and separate responsibility and liability of Buyer; and, provided, further that Seller shall not be subjected to any additional liabilities or obligations in connection with aiding Buyer in connection with Buyer's Exchange; provided, further that the Buyer's Exchange shall not delay the Closing.

Buyer, at Seller's request, shall reasonably cooperate with Seller in order to facilitate the Seller's sale of the Property as a like kind exchange in accordance with the provisions of Section 1031 of the Internal Revenue Code (the "Seller's Exchange"); provided, however, that any additional expenses incurred by either party in connection with a

Seller's Exchange shall be the sole and separate responsibility and liability of Seller; and, provided, further that Buyer shall not be subjected to any additional liabilities or obligations in connection with aiding Seller in connection with Seller's Exchange; provided, further that the Seller's Exchange shall not delay the Closing.

5.11 Construction. The parties hereto acknowledge and agree that each party has participated in the drafting of this Agreement and that this document has been reviewed by the respective legal counsel for the parties hereto and that the normal rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not apply to the interpretation of this Agreement. No inference in favor of, or against, any party shall be drawn by the fact that one party has drafted any portion hereof.

Executed by Seller this 29<sup>th</sup> day of Jan, 2003.

Seller

Wells Fargo Bank Nebraska, N.A.

By: Wells Fargo Properties, Inc.,  
a Minnesota corporation, Agent for Wells Fargo Bank Nebraska, N.A.

By: Harold P. Richey  
Name: Harold P. Richey  
Title: Senior Vice President of  
Wells Fargo Properties, Inc.,  
a Minnesota corporation, as  
agent for Wells Fargo Bank  
Nebraska, N.A.

Executed by Buyer this 30<sup>th</sup> day of January, 2003.

CENTER ASSOCIATES, LLC  
a Nebraska limited liability company

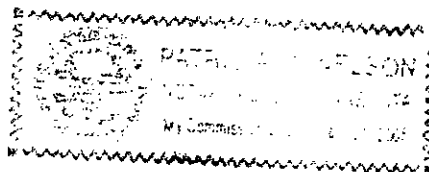
By: Russell Brehm  
Russell Brehm, Managing Member

By: David Livingston  
David Livingston, Asst. Managing Member

STATE OF ~~NEBRASKA~~ MN )  
COUNTY OF ~~LANCASTER~~ HENN. ) ss.

The foregoing instrument was acknowledged before me this 29 day of JANUARY 2003, by Harold P. Richey, the Senior Vice President of Wells Fargo Properties, Inc., a Minnesota corporation, as agent for Wells Fargo Bank Nebraska, N.A., for and on behalf of said bank.

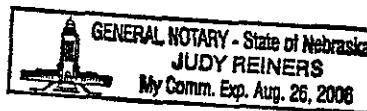
Patricia K Nelson  
Notary Public



STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) ss.

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of February, 2003, by Russell Brehm, Managing Member of Center Associates, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

Judy Reiners  
Notary Public



STATE OF NEBRASKA

)

) ss.

COUNTY OF LANCASTER

)

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2003, by David Livingston, Assistant Managing Member of Center Associates, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

W. Michael Morrow  
Notary Public



GENERAL NOTARY - State of Nebraska  
W. MICHAEL MORROW  
My Comm. Exp. Sept. 30, 2004

## **EXHIBIT "C"**

### **Lincoln Theatre Purchase Agreement**

# **LINCOLN THEATRE PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2003 by and between Center Associates, LLC, a Nebraska limited liability company ("Seller"), and the City of Lincoln, Nebraska, a municipal corporation ("Buyer").

## **RECITALS**

- Seller is the owner of certain real property legally described as Lots 1 and 2, Block 41 Original Plat, Lincoln Lancaster County Nebraska (Property); and
- Seller desires to sell and Buyer desires to acquire the Property, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of, and based on, the foregoing Recitals and the mutual promises and agreements set forth below, the parties agree as follows:

## **1. Transfer of Property.**

1.1 Sale and Purchase. At Closing (as hereinafter defined), Seller shall sell to Buyer, and Buyer shall purchase from Seller the Property.

1.2 Purchase Price and Payment. Buyer shall pay to Seller \$975,000.00 (Purchase Price), of which one thousand dollars (\$1,000.00) (Earnest Money Deposit) has been deposited in the escrow described below, and the remaining balance of which shall be payable at Closing, subject to the conditions, adjustments and prorations as herein provided. The Earnest Money Deposit shall be deposited in a separate interest bearing account, insured by the FDIC with Nebraska Title Company whose address is Suite 100, 633 South 9<sup>th</sup> Street, Lincoln, Nebraska, as escrow agent and be paid to the Seller upon closing and sale of the Property, or alternatively be returned to the Buyer as provided in this Agreement. All interest earned on said Earnest Money Deposit shall accrue for the benefit of Buyer unless Buyer defaults on this Agreement, in which case all accrued interest on said Earnest Money Deposit shall be forfeited to Seller pursuant to Sections 1.6 and 4.3 below. The cost of said escrow, if any, shall be split equally between the Buyer and the Seller.

1.3 Closing. The closing of the purchase and sale of the Property shall take place within 15 days following the satisfaction of the Buyer's and Seller's Conditions of Closing, as stated herein, or at such other time, date and place as the parties may mutually agree (Closing), but in no event shall closing occur after August 1, 2003, without the prior written consent of City and Center.



1.4 Title and Possession. Seller agrees to deliver at Closing a general warranty deed to the Property conveying to Buyer marketable title to the Property, free and clear of all mortgages, deeds of trusts, leases, encumbrances, liens, statutory rights, assessments, covenants, charges or adverse claims of any kind or character whatsoever, except for easements and restrictions of record that are acceptable to Buyer and its counsel, and except for the Lease to be entered into by Buyer and Seller on the Closing, a copy of which is attached hereto as Exhibit "A" (the "Lease"). Seller shall deliver possession to the Property to Buyer at the time of Closing, subject to Seller's continued rights of occupancy under the Lease.

1.5 Title Insurance. Within 30 days following the execution of this Agreement by both parties Seller shall cause Nebraska Title Company to furnish Buyer and its counsel a commitment for an owner's ALTA policy of title insurance (the "Commitment") in the amount of the Purchase Price, which insures marketable title to the Property, subject only to the easements, restrictions and other matters of record that are acceptable to the Buyer and its counsel. Written notice of any easement, restriction or other matter affecting title to the Property that is unacceptable to Buyer or its counsel shall be delivered to Seller within two (2) weeks from receipt of the Commitment. Written notice of any easement, restriction or other matter affecting title to the Property contained in any updated Commitment that is unacceptable to Buyer or its counsel shall be delivered to Seller within two (2) weeks from receipt of such updated Commitment. Seller shall have a reasonable period, not exceeding thirty (30) days, to cure any unacceptable easement, restriction or other matter affecting title to the Property. The premium for the title insurance policy shall be paid by the Seller.

1.6 Seller represents that Seller has no knowledge of any adverse environmental conditions which affect the Property, the value thereof, or liability in connection therewith, except such environmental conditions as have been fully disclosed to the Buyer in writing. Seller shall provide an affidavit at closing, affirming the statement made in the prior sentence valid as of the date of closing, directed to Buyer. If Seller is unable to provide such an affidavit at closing because of facts discovered or made known to Seller after the date of this Agreement, Buyer may elect, in Buyer's sole discretion, to either (i) accept the Property based upon such affidavit as Seller can provide based upon the facts then known; or (ii) terminate this Agreement, in which event all sums paid to Seller pursuant to this Agreement shall be returned to Buyer within five business days and neither party shall have any further obligation or liability to the other.

1.7 Taxes, Assessments and Other Costs. All taxes related to the Property for 2002 and all prior years shall be paid by Seller at or prior to closing. Any tax related to the Property for 2003 shall be prorated to the date of Closing based on the most recent property valuation and the most recent mill levy. Any special assessment arising out any improvement completed or under construction prior to Closing, whether then levied or unlevied, assessed or unassessed, which would be delinquent as of the Closing, shall be paid by Seller at or prior to the time of Closing. Buyer shall assume, and hold Seller harmless from and against, the payment of any such special assessment which would

become delinquent after the Closing. Seller shall pay any and all transfer taxes or similar fees which are payable upon the recording of the warranty deed from Seller to Buyer.

1.8 The costs of the preparation of all documents which are required from Seller and other related expenses in connection with the sale of the Property by Seller shall be paid by the Seller. The costs of the preparation of all documents which are required from Buyer and other related expenses in connection with the purchase of the Property by Buyer shall be paid by the Buyer.

## **2. Representations and Warranties.**

2.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

2.1.1 Organization: Power: Good Standing. Seller is a Nebraska limited liability company duly organized and validly existing in good standing and has all requisite power and authority to own and operate its property and carry on its business as now being conducted and to enter into this Agreement and perform the obligations hereunder.

2.1.2 Authority Relative to Agreement. This Agreement has been duly executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies. Seller is the owner of the Property and no other persons have any interest in such real estate, except as set forth in this Agreement.

2.1.3 Effect of Agreement. The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action by Seller and will not require the consent, waiver, approval, license or authorization of any person or public authority on the part of Seller to be obtained; and will not violate, with or without the giving of notice and/or the passage of time, any provision of law applicable to Seller, and will not conflict with or result in a breach or termination of any provision of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon the Property pursuant to any mortgage, deed of trust, indenture or other agreement or instrument or any order, judgment, decree, statute, regulation or any other restriction of any kind or character whatsoever, to which Seller is a party or by which the Property may be bound.

2.1.4 Brokers. Seller has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Buyer to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the

consummation of the transactions contemplated hereby, and Seller is not aware of any claim or basis for any claim for payment of any finder's fee, brokerage or agents commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby.

2.1.5 The Property is not located in a designated flood plain.

2.1.6 Hazardous Material. No hazardous or toxic material, substance, pollutant, contaminant, waste, asbestos, or petroleum product has been released into the environment, discharged, placed or disposed of at, near, or on the Property by Seller. The Property has not been used by Seller at any time as a landfill or waste disposal site. No claims, litigation, administrative proceedings, are pending or threatened against Seller, and no judgments or orders have been entered against Seller relating to any hazardous substance, hazardous waste, discharge, emission or other form of pollution relating in any way to the Property. No hazardous substance or hazardous waste, as defined by the Resource Conservation Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq., or the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq., has been generated, manufactured, refined, transported, treated, stored, handled or disposed of on, at or near the Property by Seller.

2.1.7 Business Improvement Districts. Buyer acknowledges that the property is located within the jurisdiction of the applicable Business Improvement Districts and Buyer will pay the remaining balance due on the Special Improvement District obligations. All Business Improvement Districts assessments related to the Property for 2002 and all prior years shall be paid by Seller at or prior to closing. Any Business Improvement Districts assessments related to the Property for 2003 shall be prorated to the date of Closing based on the most recent property valuation and the most recent mill levy or the most recent front footage as applicable.

2.1.8 "As Is". Seller has sold the Property as is, making no representations or warranties concerning it of any kind or nature, except as is expressly set forth in this paragraph 2.1.

2.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

2.2.1 Organization: Power: Good Standing. Buyer is a Nebraska Municipal Corporation duly organized and validly existing in good standing under the laws of the State of Nebraska and has all requisite power and authority to own and operate its properties and carry on its business as now being conducted and to enter into this Agreement and perform the obligations hereunder.

2.2.2 Authority Relative to Agreement. This Agreement has been duly executed and delivered by Buyer and constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies.

2.2.3 Effect of Agreement. The execution, delivery, and performance of this Agreement by Buyer and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action by Buyer and, except as contemplated hereby, will not require the consent, waiver, approval, license, or authorization of any person or public authority on the part of Buyer to be obtained; and will not violate, with or without the giving of notice and/or the passage of time, any provision of law applicable to Buyer, and will not conflict with or violate any instrument, agreement, order, judgment, decree, statute, regulation, or any other restriction of any kind or character to which Buyer is a party.

2.2.4 Brokers. Buyer has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Seller to pay any finder's fee, brokerage or agent's commission, or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby, and Buyer is not aware of any claim or basis for any claim for payment of any finder's fee, brokerage or agent's commission, or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby.

### **3. Other Agreements.**

#### **3.1 Indemnification.**

3.1.1 Indemnification by Seller. Upon the terms and subject to the conditions set forth in Section 3.1.3 hereof and this Section 3.1.1, Seller agrees to indemnify and hold Buyer harmless against, and will reimburse Buyer upon demand for, any payment, loss, cost or expense (including reasonable professional fees and reasonable costs of investigation incurred in defending against such payment, loss, cost or expense or claim therefore) made or incurred by or asserted against Buyer in respect of any and all damages or deficiencies resulting from:

(a) any omission, misrepresentation, breach of warranty, or non-fulfillment of any term, provision, covenant, or agreement on the part of Seller contained in this Agreement;

(b) any environmental matter which is related to the Property and involves an event occurring during Seller's ownership of the Property; and

(c) any deed, exhibit, certificate, instrument or other agreement furnished or to be furnished by Buyer pursuant to this Agreement or any other agreement involving the parties hereto and contemplated hereby.

3.1.2 Indemnification by Buyer. Upon the terms and subject to the conditions set forth in Section 3.1.3 hereof and this Section 3.1.2, Buyer agrees to indemnify and hold Seller harmless against, and will reimburse Seller upon demand for, any payment, loss, cost or expense (including reasonable professional fees and reasonable costs of investigation incurred in defending against such payment, loss, cost or expense or claim therefore) made or incurred by or asserted against Seller in respect of any and all damages or deficiencies resulting from any omission, misrepresentation, breach of warranty, or non-fulfillment of any term, provision, covenant, or agreement on the part of Buyer contained in this Agreement or any exhibit, certificate, instrument, or other agreement furnished or to be furnished to Seller pursuant to this Agreement or any other agreement involving the parties hereto and contemplated hereby.

3.1.3 Conditions of Indemnification. With respect to any actual or potential claim, any written demand, commencement of any action, or the occurrence of any other event which involves any matter or related series of matters (Claim) against which a party hereto is indemnified (the "Indemnified Party") by another party (Indemnifying Party) under Sections 3.1.1 or 3.1.2 hereof:

(a) Promptly after the Indemnified Party first receives written documents pertaining to the Claim, or if such Claim does not involve a third party Claim, promptly after the Indemnified Party first has actual knowledge of such Claim, the Indemnified Party shall give notice to the Indemnifying Party of such Claim in reasonable detail and stating the amount involved, if known, together with copies of any such written documents; and

(b) If the Claim involves a third party Claim, then the Indemnifying Party shall have the right, at its sole cost, expense and ultimate liability regardless of outcome, through counsel of its choice, to litigate, defend, settle, or otherwise attempt to resolve such Claim, except that the Indemnified Party may elect, at any time and at the Indemnified Party's sole cost, expense and ultimate liability, regardless of outcome, and through counsel of its choice, to litigate, defend, settle, or otherwise attempt to resolve such Claim. If the Indemnified Party so elects (for reasons other than the Indemnifying Party's inability, failure, or refusal to provide a defense to such Claim), then the Indemnifying Party shall have no obligation to indemnify the Indemnified Party with respect to such Claim. In any event, all parties hereto shall fully cooperate with any other party and their respective counsel in connection with any such litigation, defense, settlement, or other attempt at resolution.

3.2 Inspection and Testing. At any time after the date of this Agreement, but prior to Closing, Buyer and its employees and agents shall have the right to enter upon the Property and perform such tests and inspections as Buyer deems necessary, in Buyer's sole discretion, to determine the suitability of the Property for Buyer's intended use including, but not limited to: (i) environmental testing for the presence of hazardous materials and/or hazardous substances; (ii) the presence of any endangered species; and (iv) core samples of the soil (collectively the "Tests"). Buyer shall pay for the costs of any and all Tests conducted by Buyer on the Property, and shall indemnify and hold Seller and the Property harmless from and against the costs of any such Tests conducted by Buyer. If the results of any such Tests are unacceptable to Buyer, in Buyer's sole discretion, Buyer may terminate this Agreement by written notice to Seller setting forth the unacceptable results of such Tests and enclosing a copy of such Tests, and upon such termination the Earnest Money Deposit together with accrued interest thereon shall be refunded to Buyer; unless Buyer and Seller, within twenty (20) days following Seller's receipt of such termination notice, enter into an amendment to this Agreement acceptable to both Seller and Buyer in their respective sole discretion. Buyer shall restore the Property to original condition if any such Tests alter the grade, compaction, vegetation or structures located on the Property.

#### **4. Conditions of Closing.**

4.1 Buyer's Conditions of Closing. Unless waived by Buyer in writing, the obligations of Buyer under this Agreement are subject to fulfillment of the following conditions:

4.1.1 Warranty Deed and Title Insurance Commitment. Buyer shall receive from Seller at Closing a warranty deed for the Property and a commitment for title insurance in accordance with this Agreement.

4.1.2 Redevelopment Agreement. Prior to Closing, Buyer and the Seller shall have entered into a redevelopment agreement under the Nebraska Community Development Law (Neb. Rev. Stat. 18-2101 et. seq.) that has been approved by the City Council and signed by the Mayor for an approved redevelopment project involving the Property and certain other property located within Block 41 Original Plat, Lincoln, Lancaster County, Nebraska, naming the Seller as redeveloper of record (the "Redevelopment Agreement"), said Redevelopment Agreement to contain terms and provisions that are mutually satisfactory to Buyer and Seller, in their respective sole discretion.

4.1.3 Condition of Property. Within sixty (60) days from the date of this Agreement, Buyer has approved the soil condition of the Property and all conditions, limitations, requirements, rules, and regulations of any governmental agency having jurisdiction over the Property or its intended use.

4.1.4 Representations and Warranties. There have been no material inaccuracies in the representations and warranties of Seller and such representations and

warranties shall be true as of Closing as though made on and as of such date and Buyer shall have received a certificate dated as of Closing to that effect.

4.1.5 Acquisition of other Property. Buyer has acquired title to Lots 9 through 16, Block 41 Original Plat, Lincoln, Lancaster County, Nebraska in accordance with the terms and provisions of the Redevelopment Agreement.

4.2 Seller's Conditions of Closing. Unless waived by Seller in writing, the obligations of Seller under this Agreement are subject to fulfillment of the following conditions:

4.2.1 Payment. At Closing, Seller shall receive from Buyer a certified or cashier's check in the amount of Purchase Price less Earnest Money Deposit and other adjustments and prorations as provided in this agreement and itemized in the closing statement.

4.2.2 Representations and Warranties. There have been no material inaccuracies in the representations and warranties of Buyer and such representations and warranties shall be true as of Closing as though made on and as of such date and Seller shall have received a certificate dated as of Closing to that effect.

4.2.3 Redevelopment Agreement. Prior to Closing, Buyer and the Seller shall have entered into a redevelopment agreement under the Nebraska Community Development Law (Neb. Rev. Stat. 18-2101 et. seq.) that has been approved by the City Council and signed by the Mayor for an approved redevelopment project involving the Property and certain other property located within Block 41 Original Plat, Lincoln, Lancaster County, Nebraska, naming the Seller as redeveloper of record (the "Redevelopment Agreement"), said Redevelopment Agreement to contain terms and provisions that are mutually satisfactory to Buyer and Seller, in their respective sole discretion.

4.2.4 Financing. Seller shall have received within sixty (60) days from the date of this Agreement a firm written commitment for a commercial loan in the amount and upon such terms and conditions as are satisfactory to Seller, in Seller's sole discretion, for purposes of allowing Seller to finance the obligations imposed upon Seller, as Redeveloper, under the terms and provisions of the Redevelopment Agreement.

4.2.5 Lease Back. The execution by Buyer and Seller on the Closing of the Lease, and the delivery of possession, occupancy and use of the Property by Buyer to Seller pursuant to the terms and provisions of the Lease.

4.2.6 Acquisition of other Property. Buyer has acquired title to Lots 9 through 16, Block 41 Original Plat, Lincoln, Lancaster County, Nebraska in accordance with the terms and provisions of the Redevelopment Agreement.

4.2.7 Acknowledgment of Simultaneous Closing. The receipt by Seller of a written acknowledgment from Wells Fargo Bank Nebraska, N.A. ("Wells Fargo"), that Wells Fargo will close on the sale of Lots 3 and 4, Block 41, and Lots A through F, County Clerk's Subdivision of Lots 5 and 6, Block 41, all in the Original Plat of Lincoln, Lancaster County, Nebraska (the "Wells Fargo Property") to Seller in accordance with the terms and provisions of that certain Purchase Agreement dated January 30, 2003 and entered into by and between Wells Fargo, as Seller, and Seller, as Buyer, immediately following the Closing on this Agreement, all in accordance with the provisions of Section 1031 of the Internal Revenue Code.

4.3 Termination. If the Conditions of Closing for a party have not been materially complied with or performed by August 1, 2003, and such noncompliance or nonperformance shall not have been waived by the other, such other party may terminate this Agreement and upon such termination neither Buyer nor Seller shall have any liability one to the other, except that Seller shall return the Earnest Money Deposit to Buyer. If all Conditions of Closing have been materially complied with and performed by August 1, 2003, and the results of all Tests conducted by Buyer on the Property are acceptable to Buyer, and Buyer refuses to close, all Earnest Money, together with accrued interest thereon shall be forfeited by Buyer to Seller.

4.4 Risk of Loss. All risk of loss or damage to the property by fire or other casualty until the delivery of the deed is assumed by the Seller, and in such event, the Buyer shall have the right and option to cancel this Agreement and receive all monies paid under the Agreement. Risk of loss following Closing shall be governed by the terms and provisions of the Lease.

## **5. Miscellaneous.**

5.1 Binding Effects Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any right, remedy, obligation, or liability under or by reason of this Agreement.

5.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

5.3 Further Assurances. Each of the parties hereto, without further consideration, agrees to execute and deliver such other documents and take such other action, whether prior to or subsequent to Closing, as may be necessary to more effectively consummate the intent and purpose of this Agreement.



5.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

5.5 Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or 48 hours after being mailed via U.S. first class mail, sufficient postage prepaid, to the party at the following address

If to Seller: Center Associates, LLC  
Attn: David Livingston  
1300 "P" Street  
Lincoln, NE 68508

with a copy to: (Seller's Attorneys)  
W. Michael Morrow  
Morrow, Poppe, Otte, Watermeier & Phillips, P.C.  
201 N. 8<sup>th</sup> Street, Suite 300  
P.O. Box 83439  
Lincoln, NE 68501-3439

If to Buyer: City of Lincoln, Nebraska  
Attn: Attn: Mayor Don Wesely  
County-City Building  
555 South 10<sup>th</sup> Street  
Lincoln, NE 68508

with a copy to: (Buyer's Attorney)

Joel D. Pedersen  
City Attorney's Office  
575 South 10<sup>th</sup> St., Rm. #4201  
Lincoln, NE 68508

or to such other address as any party hereto may from time to time in writing designate to the other parties.

5.6 Severability. If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this Agreement inoperative, unenforceable, or invalid.

5.7 Survival and Non-merger. All terms, conditions, representations, and warranties contained in this Agreement shall survive the execution hereof and the Closing hereunder, including, but not limited to, the execution and delivery of any deed related to the Property to be conveyed hereunder, and shall not merge into any deed.

5.8 Time of Essence. The parties agree that time is of the essence in the performance of their respective obligations hereunder.

5.9 Waiver. Either Buyer or Seller may, by written notice to the other, (a) extend the time for the performance of any of the obligations or other actions of the other under this Agreement; (b) waive any inaccuracies in the representations or warranties of the other contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance with any of the conditions or covenants of the other contained in this Agreement; or (d) waive performance of any of the obligations of the other under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants, or agreements contained in this Agreement. The waiver by any party hereto of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

5.10 Buyer, at Seller's request, shall reasonably cooperate with Seller in order to facilitate the Seller's sale of the Property as a like kind exchange in accordance with the provisions of Section 1031 of the Internal Revenue Code (the "Seller's Exchange"); provided, however, that any additional expenses incurred by either party in connection with a Seller's Exchange shall be the sole and separate responsibility and liability of Seller; and, provided, further that Buyer shall not be subjected to any additional liabilities or obligations in connection with aiding Seller in connection with Seller's Exchange; provided, further that the Seller's Exchange shall not delay the Closing.

5.11 Construction. The parties hereto acknowledge and agree that each party has participated in the drafting of this Agreement and that this document has been reviewed by the respective legal counsel for the parties hereto and that the normal rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not apply to the interpretation of this Agreement. No inference in favor of, or against, any party shall be drawn by the fact that one party has drafted any portion hereof.

Executed by Buyer this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Buyer  
City of Lincoln, Nebraska, a Municipal Corporation, Buyer

By: \_\_\_\_\_  
Name: Don Wesely  
Title: Mayor



STATE OF NEBRASKA

)

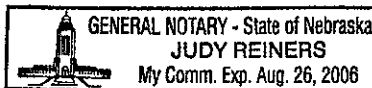
) ss.

COUNTY OF LANCASTER

)

The foregoing instrument was acknowledged before me this 6 day of March, 2003, by David Livingston, Assistant Managing Member of Center Associates, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

  
Notary Public



**LINCOLN THEATRE  
COMMERCIAL TRIPLE NET LEASE**

This Lease is made this \_\_\_\_ day of \_\_\_\_\_ 2003, by and between the City of Lincoln, Nebraska, a Municipal Corporation, (hereinafter referred to as the "**Landlord**") and Center Associates, LLC, a Nebraska limited liability company (hereinafter referred to as the "**Tenant**").

1. **PROPERTY.**

- A. **Lease.** Landlord hereby leases to Tenant and Tenant leases from Landlord, upon all of the conditions set forth herein, the real property situated in Lincoln, Lancaster County, Nebraska, more particularly described as: Lots 1 and 2, Block 41, Original Plat, Lincoln, Lancaster County, Nebraska (Real Property), together with the buildings, and landscaping (hereinafter be collectively referred to as the "Leased Property"). Landlord acknowledges and agrees that all fixtures, equipment and other personal property located on or in the Leased Property are, and shall remain the sole and separate property of Tenant.
- B. **Commencement Date.** The Commencement Date shall be the date in which the Landlord, as buyer, and the Tenant, as seller, close on the sale of the Real Property from Tenant to Landlord.

2. **TERM.**

- A. **Month-to Month.** The term of this Lease Agreement shall be month-to-month rental beginning with the Commencement Date, and shall continue in a like manner until terminated as hereinafter set forth.
- B. Either party may terminate this lease at any time and for any reason by thirty (30) days advance written notice to the other party, and by mutual written consent this lease may be terminated at any time; provided, however, that such termination shall not terminate the right of first refusal granted by Landlord to Tenant pursuant to the provisions of paragraph 19 below.

3. **RENT.**

- A. **Rent Payment, Proration and Sales Taxes.** All rental payments due hereunder shall be paid without notice or demand, and without abatement, deduction or set-off for any reason unless specifically provided herein. Rent for any period during the term hereof which is less than one month (i.e. from the Commencement Date to the first day of the first month following the Commencement Date) shall be a pro-rata portion of the monthly rent installment based on the number of days in such period and the number of days in the month in question. Rent shall be payable to Landlord at the address stated herein.

- B. Rent Amounts. Tenant shall pay to Landlord as rent for the Leased Property on a Month-to-Month basis rent in the amount of One Hundred and 00/100ths Dollars (\$100.00) per month, in advance, on or before the first day of each month, beginning on the Commencement Date.
4. USE. The Leased Property shall be used and occupied by Tenant as a movie theater complex. Tenant shall, at Tenant's sole cost and expense, comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city government, and of any and all of their departments and bureaus, which may now or hereafter become applicable to the Leased Property, as well as all covenants and restrictions of record, and other requirements in effect during the term of this Lease Agreement, which regulate the use by Tenant of the Leased Property.
5. MAINTENANCE, REPAIRS, ALTERATIONS & INSURANCE.
- Regular Maintenance. The Tenant agrees to bear, pay for, and discharge all other costs, charges, and expenses of every kind and nature whatsoever which must be paid in order to accomplish the purposes of the Lease. The Landlord shall receive from the Tenant the full Rent without deduction for any charge. The Landlord shall be subjected to no expense whatsoever on account of any matter or thing connected with or arising from the Leased Property during the term of the Lease Agreement. Tenant may alter the Leased Property, at Tenant's sole cost and expense, as long as such alterations comply with all applicable laws, ordinances, rules and regulations.
- A. Insurance Required. Tenant shall, at Tenant's sole expense, obtain and keep in full force and effect during Term of this Lease Agreement (i) Property damage insurance equal to the full replacement value of the Leased Property and (ii) liability insurance insuring Tenant and Landlord against any liability arising out of the use, occupancy or maintenance of the Leased Property. Such liability insurance shall be in an amount not less than Three Million Dollars (\$3,000,000.00). Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to any of the Leased Property or injury to any persons or property of other persons, in, upon or about the Leased Property arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord.
- B. Indemnity. Tenant shall fully and completely indemnify and hold Landlord harmless from and against any and all injury, expense, damages and claims arising from Tenant's use or occupancy of the Leased Property, whether due to damage to the Leased Property, claims for injury to any person in or about the Leased Property, or claims for damage to the property of any other person, from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant or its agents, servants, employees licensees, customers, or invitees in or about the Leased Property or elsewhere or consequent upon or arising from Tenant's failure to

comply with applicable laws, statutes, ordinances or regulations affecting or pertaining to the Leased Property.

6. PROPERTY TAXES.

- A. Payment of Real Property Taxes. Tenant shall pay all Real Property Taxes applicable to the Leased Property. Payment shall be made by Tenant prior to the delinquency of any such tax, and Tenant shall furnish copies of receipts evidencing such payment to Landlord prior to any such tax becoming delinquent.
- B. Personal Property Taxes. Tenant shall also pay prior to delinquency all taxes assessed against and levied upon any trade fixtures, furnishings, equipment and all other personal property of Tenant located on the Leased Property or elsewhere.

7. UTILITIES.

Tenant shall punctually pay for all water and sewer charges, and for all gas, heat, electricity, telephone, garbage collection and all other utilities and services consumed and/or utilized in connection with the use and occupancy of the Leased Property, together with any taxes thereon.

8. ASSIGNMENT AND SUBLETTING.

There shall be no Assignment or Subletting of this Lease Agreement without the prior written approval of the Landlord, which will not be unreasonably withheld.

9. DEFAULTS, REMEDIES.

The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant constitutes a default of the Lease Agreement. In the event that Landlord serves Tenant with a notice to pay rent or vacate pursuant to applicable unlawful detainer statute, or other statutes, such notice shall also constitute the notice required by this subsection;

- A. Late Charges. If any installment of rent or any other amount which becomes due to Landlord is not received by Landlord within ten (10) days after such rent becomes due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to fifty percent (50%) of such past due rent or additional charges. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant.

- B. Default by Landlord. Landlord shall not be in default unless Landlord fails to perform any affirmative obligations imposed on Landlord pursuant to this Lease, within a reasonable time of notice thereof.

10. SUBORDINATION.

Tenant accepts this Lease subject to: (i) any deeds of trust, master leases, security interests or mortgages which might now or hereafter constitute a lien upon the Leased Property and all renewals, extensions, modifications and replacements thereof; (ii) and to recorded covenants and zoning ordinances and other, building and fire, ordinances and governmental regulations relating to the use of the Leased Property.

11. NOTICES.

Any notice, demand, request or other communication ("Notice") required or permitted to be given hereunder shall be in writing and shall be deemed given when mailed by regular United States first class mail, postage prepaid, addressed to Tenant or to Landlord at the address noted below the signature of such party.

12. INCORPORATION OF PRIOR AGREEMENTS; AMENDMENTS. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, if such writing is signed by the parties in interest at the time of the modification.

13. FORCE MAJEURE. Whenever a period of time is herein prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the control of Landlord.

14. BINDING EFFECT: CHOICE OF LAW. Subject to any provisions hereof restricting assignment or subletting by Tenant, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Nebraska.

15. SEVERABILITY. The invalidity of any provision hereof under applicable law shall in no way affect the validity of any other provision hereof.

16. COVENANTS AND CONDITIONS. Each provision hereof which is to be performed by Tenant shall deemed a covenant, an obligation and a condition.



17. CAPTIONS. The parties mutually agree that the headings and captions contained in this Lease are inserted for convenience or reference only, and are not to be deemed part of or used in construing this Lease.

18. ENVIRONMENTAL COMPLIANCE.

Tenant shall protect, indemnify and hold Landlord and Landlord's successors and assigns harmless from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, transport or presence of a Hazardous Substance on, under, about, to or from the Leased Property by Tenant.

19. RIGHT OF FIRST REFUSAL. The parties acknowledge and agree that the parties have, of even date herewith, entered into a Redevelopment Agreement pursuant to which Landlord is expected to: (i) demolish and remove all improvements located on the Leased Property, and certain other properties abutting the Leased Property; and (ii) sell to Tenant the Leased Property and certain other property abutting the Leased Property, for purposes of redeveloping the same into a downtown entertainment center (the "Redevelopment Agreement"). In the event that either party defaults on the Redevelopment Agreement, and the downtown entertainment center is not constructed by Tenant in accordance with the terms and provisions of the Redevelopment Agreement, then in such event, Landlord hereby grants to Tenant a sixty (60) day right of first refusal to purchase from Landlord the Leased Property. In the event that the Leased Property is not redeveloped in accordance with the terms and provisions of the Redevelopment Agreement, and Landlord receives an Offer to Purchase to purchase the Leased Property from the Landlord, and such Offer to Purchase is acceptable to Landlord (the "Acceptable Offer to Purchase"), then Landlord shall forward a copy of said Acceptable Offer to Purchase to Tenant, and Tenant shall have a period of sixty (60) days after receipt of the Acceptable Offer to Purchase from Landlord to purchase from Landlord the Leased Property on the same terms and conditions as set forth in the Acceptable Offer to Purchase.

IN WITNESS WHEREOF, the parties hereto have executed this Lease all as of this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Center Associates, LLC, a Nebraska Limited Liability Company, Tenant

By: \_\_\_\_\_  
Russell Brehm, Managing Member

By:

\_\_\_\_\_  
David Livingston, Asst. Managing  
Member

Tenant's Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City of Lincoln, Nebraska, a Municipal  
Corporation, Landlord

By:

\_\_\_\_\_  
Don Wesely, Mayor

Landlord's Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Russell Brehm, Managing Member of Center Associates, LLC, a Nebraska limited liability company, on behalf of said limited liability company, as Tenant.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by David Livingston, Assistant Managing Member of Center Associates, LLC, a Nebraska limited liability company, on behalf of said limited liability company, as Tenant.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Don Wesely, the Mayor of the City of Lincoln, Nebraska, a Municipal Corporation for and on behalf of the City, as Landlord.

\_\_\_\_\_  
Notary Public

## **EXHIBIT "D"**

### **Time Line**

## Time Line and Critical Path

- ◆ February 4 - Mayor Wesely announces City will seek developer proposals for downtown entertainment center. Douglas Theatre Co. announces it will submit proposal.
  - ◆ February 25 - Responses to City request for proposals due.
  - ◆ Late February - Committee meets to review proposals, makes recommendation to Mayor and Mayor selects developer.
  - ◆ March - Redevelopment agreement submitted to City Council for approval.
  - ◆ August 1, 2003 – Site Assembly Closing
    - Center purchases Wells Fargo Bank Property and Center grants to the City the appropriate rights for Site Preparation and Demolition.
    - City purchases the Lincoln Property from Center
    - City purchases the City Acquisition Property.
  - ◆ October 1, 2003 – Project Closing
    - The City completes Site Preparation and Demolition.
    - City sells Lots 1 and 2 and Lots 9 through 16 inclusive to Center for \$745,000.00
      - Includes applicable Environmental Site Assessment/s (at city expense), and if necessary a mutually agreeable remediation plan for identified areas of concern.
    - City granting to Center an appropriate permit, license or easement over a portion of the east-west alley in Block 41 for purposes of egress for the theater and constructing an enclosed walkway.
  - ◆ City Contribution priority breakdown
    - \$375,000.00 for Streetscape/Circulation/Landscape: the first portion of this \$375,000.00 to (i) design and construct a 2-lane drive through, drop off facility on the south side of “P” Street abutting the north entrance to the Project as provided in the Approved Plans next to (ii) design work, landscape design work and streetscape design work, which is not a part of the building to be constructed by Center on the Project Site including, but not limited to, the drive through lane on “P” Street referred to below; and next to (iii) the payment of all such landscape and streetscape improvements to be constructed in connection therewith.
    - \$370,000.00 for Exterior/Façade/Entry: the first portion to the: (i) design of the exterior and entry features of the building to be constructed by Center on the Project Site; next to (ii) the construction of the marquee and main entrance overhang and the other overhangs depicted on the schematic drawings attached hereto as Exhibit “1”; and next to (iii) the construction of any other exterior features of such building as may be required and/or requested by the City.
    - \$145,000 for realignment of 12<sup>th</sup> St.
      - Summer – Center begins Project Construction.
- Mid-2004 - Entertainment Center Grand Opening



## EXCAVATING, FILLING AND GRADING

### PART ONE - GENERAL

#### 1.1 DESCRIPTION

1.1.1 Work included: Excavating, filling and grading for this Work includes, but is not necessarily limited to:

- 1) Demolition, Clearing and grubbing of the site;
- 2) Stripping and cutting of the site, where required in the Drawings;
- 3) Filling and backfilling to attain indicated grades;
- 4) Rough and finish grading of the site;
- 5) Soil inspections.

#### 1.2 QUALITY ASSURANCE

1.2.1 Standards: Comply with the provisions of the latest edition of the following standards, as specified in this Section. In case of conflict between the referenced standards and these Specifications, the more stringent requirements shall govern:

- 1) OSHA Excavation and Trench Safety Standards;
- 2) City of Lincoln standards for utilities;
- 3) All other applicable regulatory standards.

1.2.2 Inspections: Owner shall inspect the work in coordination with the Developer's Architect to determine compliance with these specifications.

1.2.4 Finish lines and grades: For setting and establishing finish elevations and lines, the Contractor shall use only personnel who are thoroughly trained and experienced in this type of work. Carefully preserve all data and monuments, and reset all lot corners not found after demolition and fill operations.

#### 1.3 JOB CONDITIONS

1.3.3 Additional cut and fill: After demolition specified herein, some of the existing soils may be found by the Owner to be inadequate for proposed required bearing. Demolition Contractor shall remove additional soil and provide additional compacted fill at the direction of the Owner.

## **PART TWO - PRODUCTS**

### **2.1 FILL MATERIAL, GENERAL**

2.1.1 Approval of fill material: All fill material shall be subject to the approval of the Owner.

2.1.2 Notification: For approval of fill material, notify the Owner at least four working days in advance of intention to import material; designate the proposed borrow areas, and permit the Owner to sample, as necessary, from the borrow area for the purpose of making acceptance tests to prove the quality of the material.

### **2.3 IMPORTED FILL MATERIAL**

All imported fill material shall be CL-inorganic silty clay or sandy clay having a maximum liquid limit of 45 and a maximum plasticity index of 25, such as Peorian or Loveland. Fill shall be free from organic matter and other deleterious substances.

### **2.4 STRUCTURAL FILL UNDER BUILDING, PAVEMENTS AND BACKFILL**

Structural (compacted) fill under and adjacent to proposed building, pavements, utility trench backfills and backfill next to buildings shall meet the requirements of Paragraph 2.3. above.

### **2.5 OTHER MATERIALS**

All other materials not specifically described but required for a complete and proper installation, shall be as selected by the Contractor subject to the approval of the Owner.

## **PART THREE - EXECUTION**

### **3.1 CLEARING AND GRUBBING**

3.1.1 General: Completely remove all buildings, foundations, debris, concrete slabs, abandoned utilities and other unsuitable existing materials from areas to be occupied by structures, paved areas and areas to receive fill, and including an area 4' horizontally outside the lines of proposed building lines (except at existing buildings to remain, as indicated on the Drawings, submitted by the Developer.

3.1.2 Obstructions: All obstructions, such as existing foundations, footings, buried logs etc., shall be completely removed from under the area of the

proposed building, up to property lines and adjacent to proposed building, to a line 4' onto public right of way.

### 3.3 PREPARATION OF SUBGRADE

3.3.1 Scarifying: If site fill and compaction is required, then after the site has been cleared, stripped, and excavated to within six inches of the specified depths for recompaction, and proofrolled, scarify the exposed surface to a minimum depth of nine inches, thoroughly moisture-condition, and compact to the requirements specified for fill below. Scarified soils which cannot be recompacted to the specified degree shall be undercut and replaced with stable fill.

3.3.2 Leveling: Remove all ruts, raised areas, and other uneven surfaces by surface grading prior to placement of fill.

### 3.4 FILL AND COMPACTION

3.4.1 Site filling: For site fill and compaction required, prepare the subgrade as specified above. After subgrade compaction has been approved by the Soils Engineer, spread approved fill material in layers not exceeding 8" in uncompacted thickness.

3.4.2 Moisture-conditioning: Water or aerate the fill material as necessary, and thoroughly mix to obtain a moisture content which will permit proper compaction. Unattended or indiscriminate puddling with water or jetting will not be permitted unless specifically authorized by the Soils Engineer for densification of cohesionless material.

3.4.3 Compaction: Compact each scarified soil and each layer of fill to at least the specified minimum degree. Compaction shall be accomplished by the use of power rollers, sheep's foot rollers, machine tampers, hand-operated tampers, such as "Wacker Rammers", or other mechanical equipment. Repeat compaction process until grades indicated in the Drawings are attained.

3.4.4 Backfilling of existing foundation walls: Backfill walls to grade line or to floor lines. Clean excavation of all debris and backfill to within 4" of required finish grade or to within 8" of required finish floor. Backfill shall be mechanically tamped and densified to the minimum degree of compaction scheduled. Backfill in layers not exceeding eight inches in uncompacted thickness. Brace all existing adjacent foundation walls sufficiently. Repair any walls pushed out of line due to backfilling.

3.4.5 Proofrolling: After demolition and completing filling of the site, proof roll the exposed soils in the presence of the Soils Engineer's representative. Unsuitable areas observed at this time shall be improved by compaction or by undercutting and placement of suitable compacted fill. Use a fully loaded



tandem-axle dump truck with gross weight of not less than 25 tons for proofrolling, or use other equipment approved by the Soils Engineer.

3.4.6 Degree of compaction requirements: The basis for controlling the placement of fill and backfill on the site are the "optimum moisture content" and "maximum dry density" as determined by ASTM D698-91, Method A (Standard Proctor). Acceptable values of moisture content and degree of compaction shall be as follows:

- 1) Structural (compacted) fill: Densify all structural fill on the site or under the structure to at least 95% of the maximum dry density with the moisture content ranging between -1% and +4% of the optimum;
- 2) Pavement areas: Densify all fill, and not less than the top 12" of subgrade under paved areas to at least 98% of the maximum dry density with the moisture content ranging between -1% and +4% of the optimum;
- 3) Trenches in building and pavement areas, utility trenches and backfill of foundation walls: Densify all fill to at least 95% of the maximum dry density with the moisture content ranging between -3% and +3% of the optimum;
- 4) Floor slab areas: Densify all fill, and not less than the top 6" of subgrade under floor slabs to at least 95% of the maximum dry density with the moisture content ranging between -1% and +4% of the optimum.

3.4.7 Unattended or indiscriminate puddling with water or jetting will not be permitted unless specifically authorized by the Soils Engineer for densification of cohesionless material.

### 3.5 EXCESS WATER CONTROL

3.5.1 Unfavorable weather: Do not place, spread, or roll any fill material during unfavorable weather conditions. Do not resume operations until moisture content and fill density are satisfactory to the Soils Engineer.

3.5.2 Flooding: Provide berms or channels to prevent flooding of subgrade. **Promptly** remove all water collecting in depressions.

3.5.3 Dewatering: Provide and maintain at all times during construction, ample means and devices with which to remove **promptly** and dispose of all water from every source entering the excavations or other parts of the Work. Dewater by means which will ensure dry excavations and the preservation of the final lines and grades of bottom of excavations.

3.5.4 Softened subgrade: Where soil has been softened or eroded by flooding or traffic during unfavorable weather, remove all damaged areas and

recompact as specified for fill and compaction above at no additional cost to the Owner.

### 3.6 GRADING

3.6.1 General: Except as otherwise directed by the Architect, perform all rough and finish grading required to attain a well drained site, leaving no depressions that will puddle rain.

3.6.2 Finish grade: Provide and place compacted structural fill to elevations required to drain site to alley and sidewalks.

3.6.3 Treatment after completion of grading: Use all means necessary to prevent erosion of freshly graded areas during construction and until such time as permanent drainage and erosion control measures have been installed. It is the Contractor's sole responsibility to comply with all applicable regulations in preventing loss of soil from the site.

## **EXHIBIT "F"**

### **Fund Uses and Sources**

**Block 41 Entertainment Center  
Sources and Uses****Total Estimated Project Budget - \$13,730,000**

Developer Investment \$10,340,000

City Contribution \$ 3,390,000

**Sources of City Funds**

\$2,500,000	TIF generated from project area
\$ 745,000	land sale proceeds
\$ 145,000	\$12 million downtown bond funds

**Uses of City Funds**

\$2,500,000	Assembly of site, including purchase of properties, demolition of site and preparation of site
\$ 890,000	Support for design and construction of public improvements on project site including drop off lane on P Street, streetscape, utility reconstruction, 12 <sup>th</sup> Street reorientation, entry marque and exterior design features of building

**EXHIBIT "F"**

# **EXHIBIT "G"**

## **Schematic Drawings**

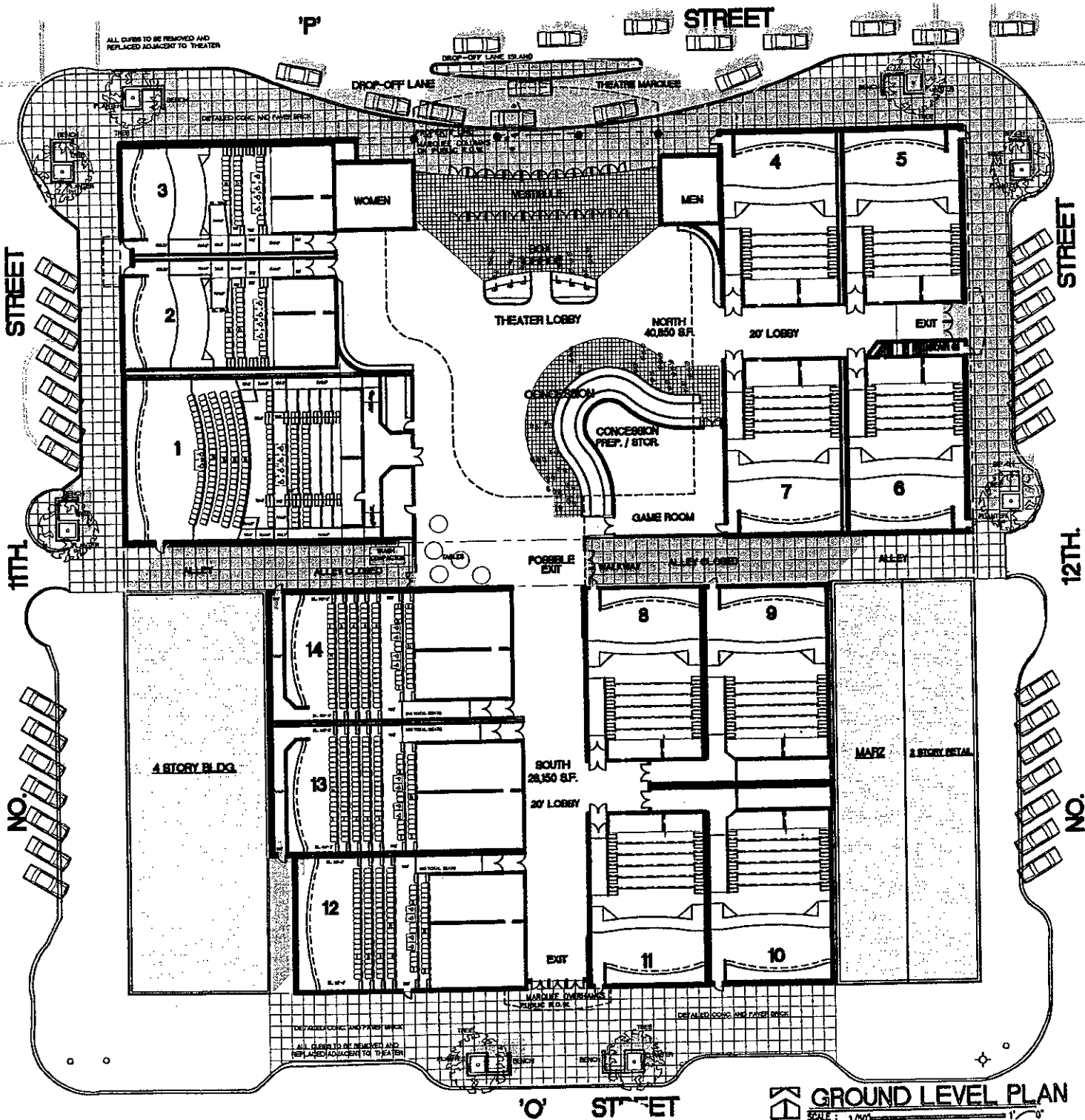


EXHIBIT 5



**Michael S. Bott & Associates Architects** 14 SCREEN CINEMA PROPOSAL

Suite 402 Lincolnshire Square 1540 South 70th Street Lincoln, Nebraska 68506 PH: 402 433-4024 P.C.

A1.1

2/7/03

STREET

11TH

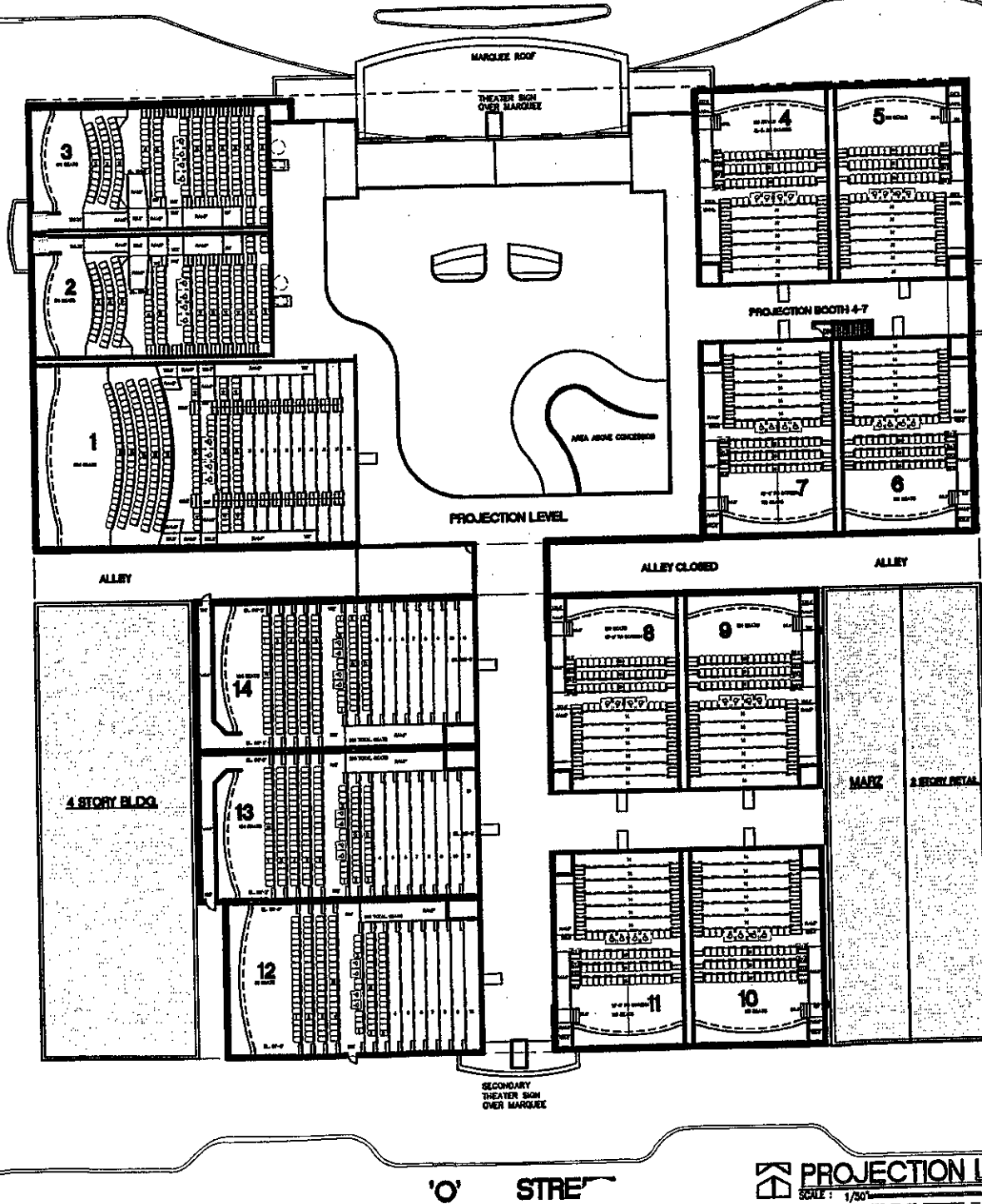
NO.

STREET

STREET

12TH

NO.



STREET

PROJECTION LEVEL  
SCALE: 1/50'



14 SCREEN CINEMA PROPOSAL

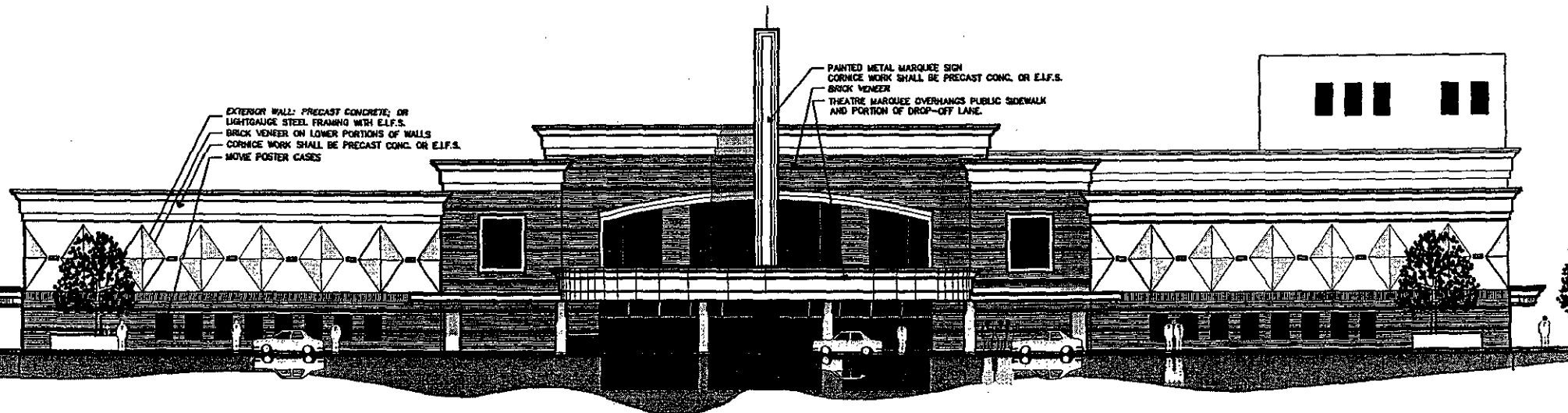
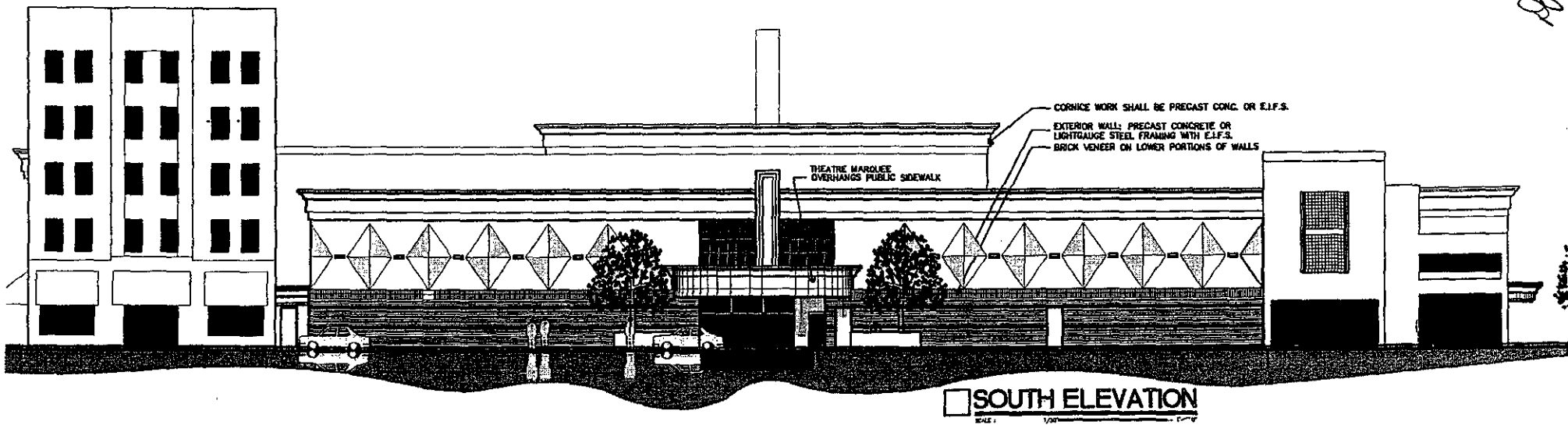
Michael S. Bott & Associates Architects  
Suite 402 Lincolnshire Square 9540 South 70th Street Lincoln, Nebraska 68506 PH: 402 489-4034 P.C.

A12

2/21/03

3400 TO 3800 SEAT THEATER COMPLEX - CONCEPT PLAN

OK

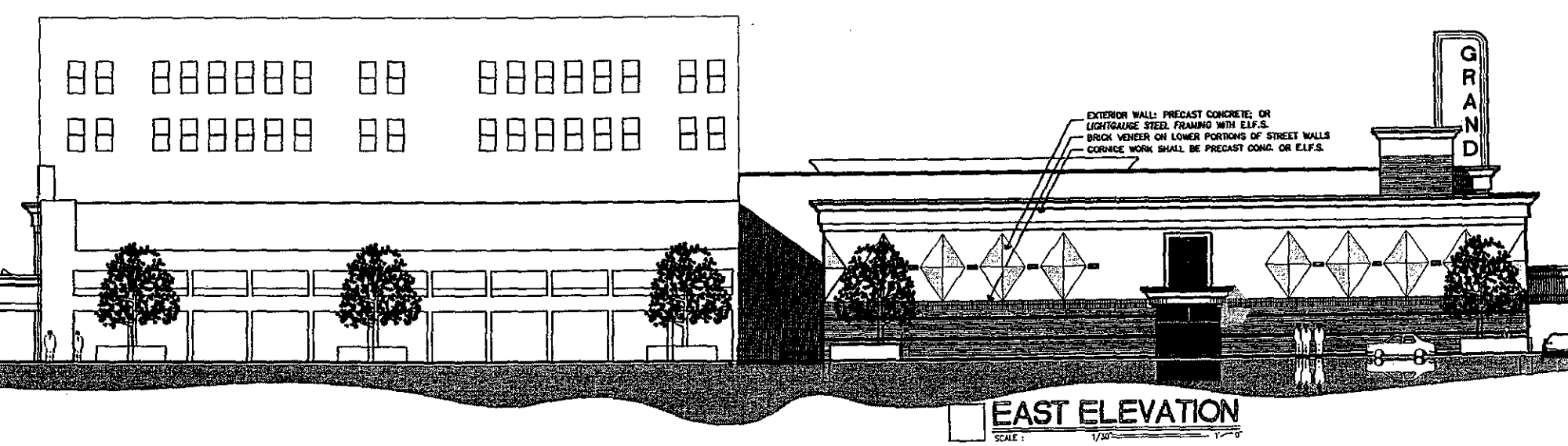
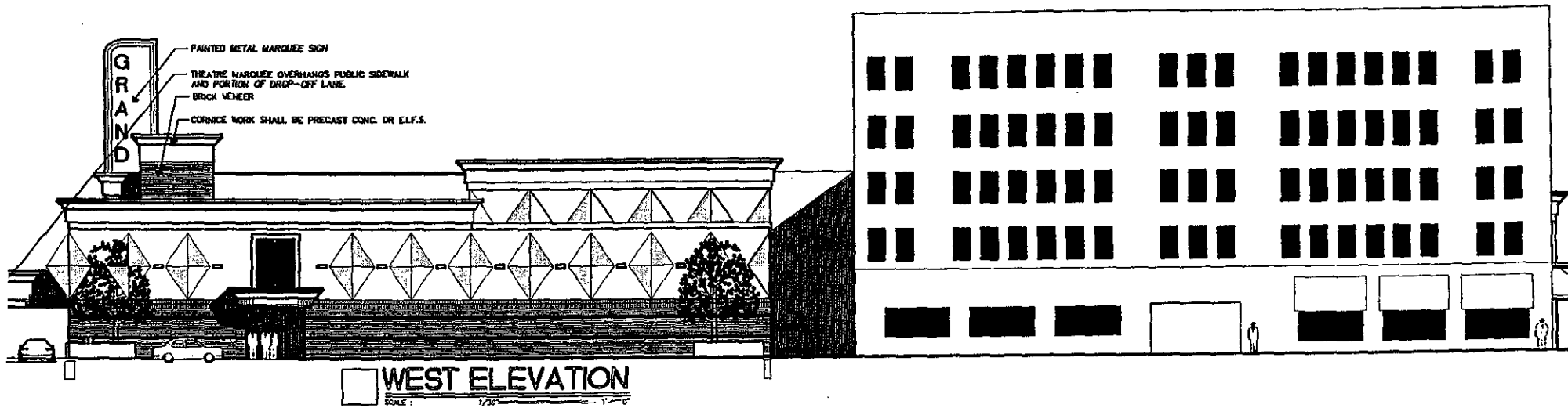


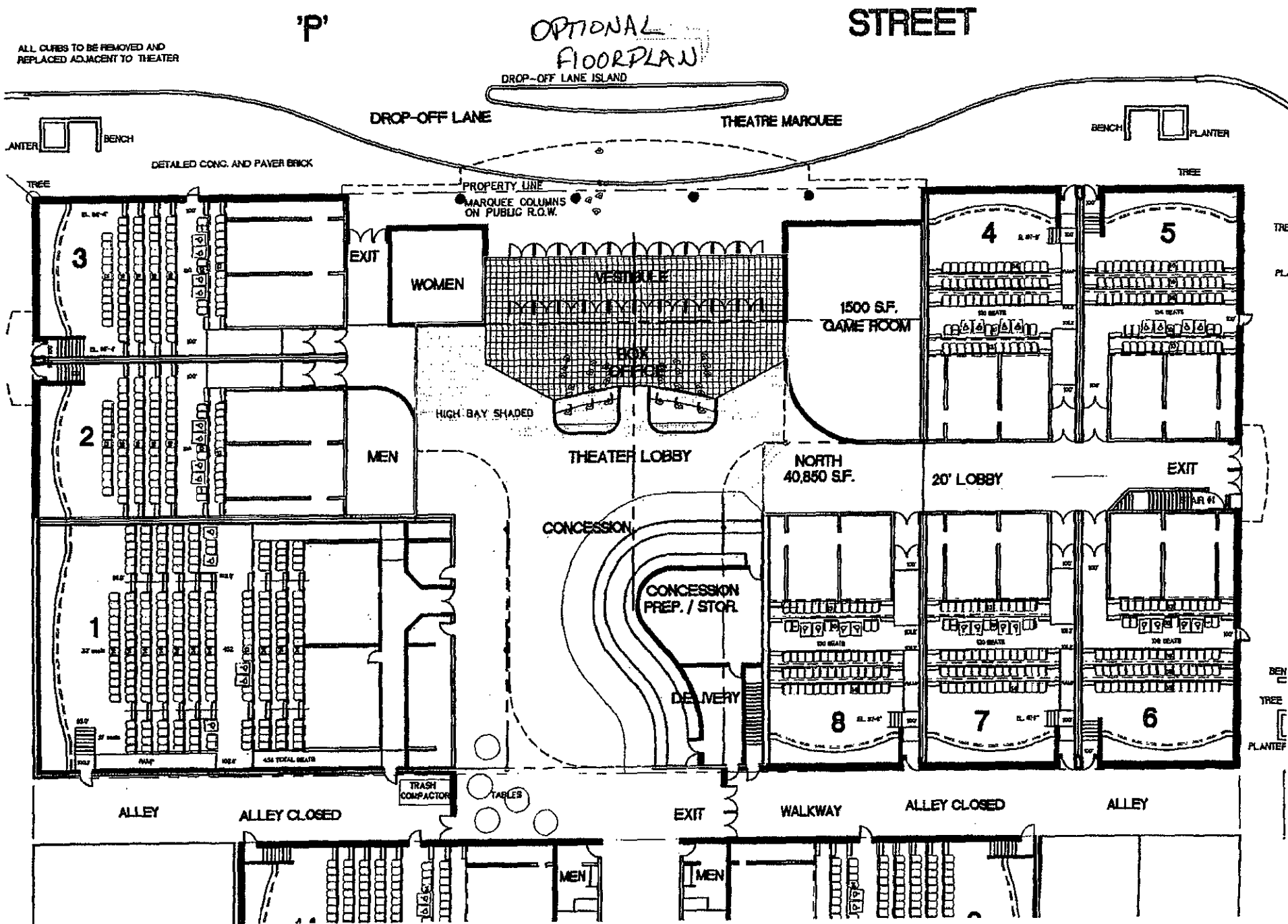
PRELIMINARY STUDY PRINCIPLE ELEVATION NORTH FACADE SCALE: 1" = 30'-0"  
**14 AUDITORIUM THEATER COMPLEX PROPOSAL**  
 11TH TO 12TH "O" STREET TO "P" STREET BLOCK 41 LINCOLN, NEBRASKA

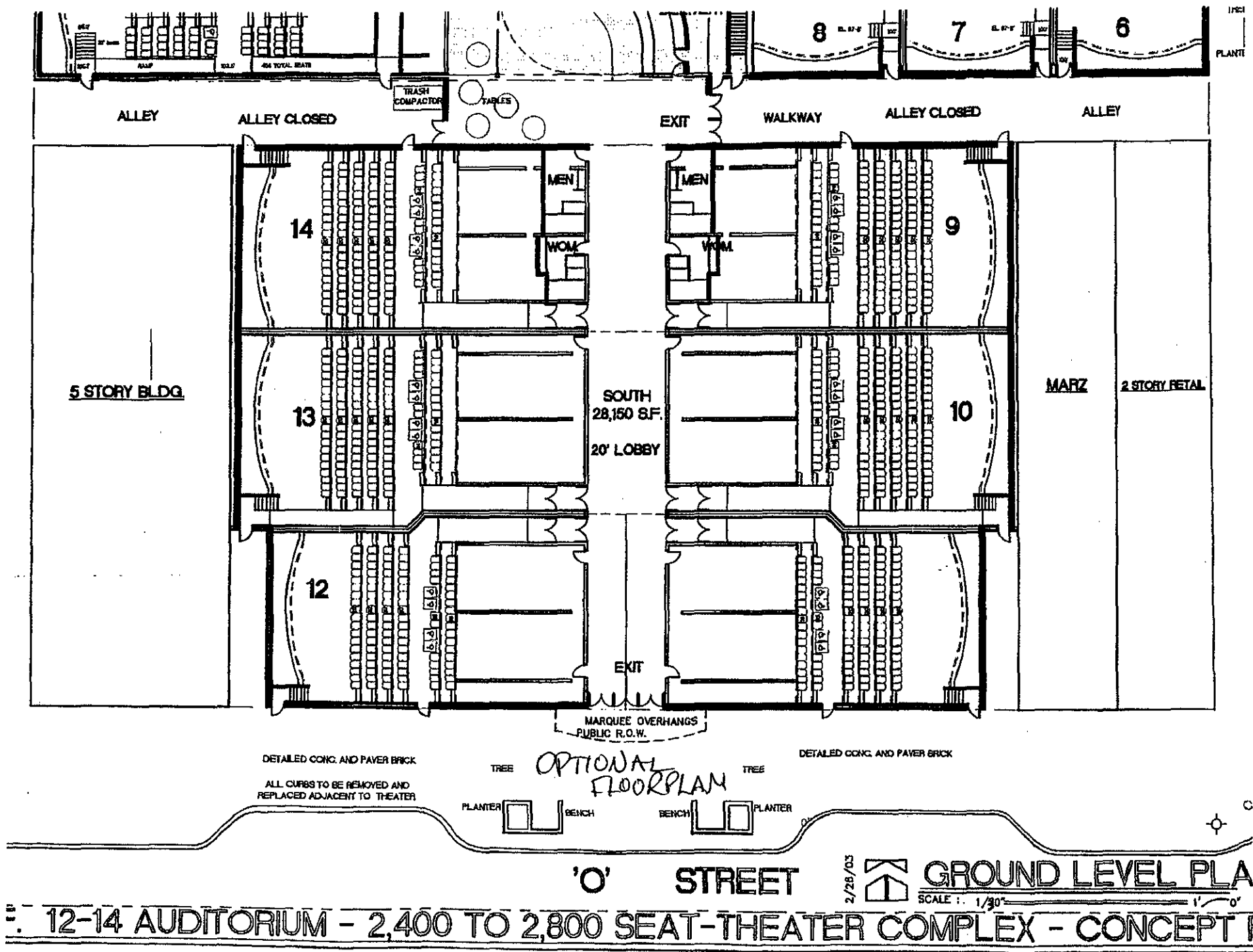
**NORTH ELEVATION**  
 SCALE: 1/8" = 1'-0"



RF







- 17) 03R-60 Downtown Entertainment Center Redevelopment Agreement to be attached to Bill No. 03R-60.